

Buenos Aires, Argentina  
17 de Julio de 2006

A LOS FUTUROS OFERENTES:

Asunto: Pedido de Cotización Nro S-AR200-06-Q0004

De la mayor consideración:

La Embajada de los Estados Unidos de América en Buenos Aires, Argentina, los invita a cotizar la prestación del servicio de limpieza en su sede ubicada en la Avda. Colombia 4300, Capital Federal.

Si se halla interesado en cotizar este servicio, por favor lea las instrucciones en la sección 3 (*Solicitation Provisions*) del contrato que hallará a continuación.

El contrato entrará en **vigencia** el 1 de Febrero de 2007 y vencerá el 31 enero de 2008, siendo renovable a opción de la Embajada por períodos anuales hasta un máximo de tres años, incluyendo el período inicial. El precio por cada año será fijo e inamovible y se expresará y pagará en pesos e incluirá IVA (consumidor final). El Gobierno Argentino reembolsará a la Embajada el monto pagado del impuesto contra presentación de la factura tipo B del contratista.

El día 30 de agosto a las 10:00 horas se efectuará la **visita** al edificio. Los que deseen concurrir deberán anticiparlo mediante correo electrónico ([BuenosAires-GSO@state.gov](mailto:BuenosAires-GSO@state.gov)) o fax (5777-4220) indicando nombre, documento de identidad de los asistentes y empresa a la que representan. Esta información se recibirá hasta las 10:00 horas del día 21 de Agosto. La visita se iniciará a las 10:15 horas y no se admitirá el ingreso luego de dicha hora ni se programarán otras visitas. Tener en cuenta las restricciones de estacionamiento en la zona y las demoras que podrían surgir en el ingreso debido a los controles de seguridad. Por favor concurrir con documento de identidad. Para mayores detalles acerca de esta visita ver cláusula 52.237-1 (SITE VISIT), página 32 del contrato.

Los interesados en efectuar **consultas** deberán hacerlo por escrito antes de las 10:00 hs del 6 de Septiembre enviándolas por correo electrónico ([BuenosAires-GSO@state.gov](mailto:BuenosAires-GSO@state.gov)) Las respuestas se publicarán en el sitio de la Embajada en Internet. No se atenderán consultas telefónicas ni se concederán entrevistas personales.

La **presentación de cotizaciones** deberá realizarse en sobre cerrado hasta las 10:00 horas del día 6 de Noviembre de 2006. No se aceptarán ofertas recibidas después de vencido el plazo.

La propuesta podrá entregarse en mano en el acceso junto a la bandera (Cerviño entre J.F.Kennedy y Avda. Colombia) con la siguiente identificación:

Sr. Jefe de Servicios Generales  
Presupuesto S-AR200-06-Q0004

o por correo:

Embajada de los Estados Unidos de América  
Jefe de Servicios Generales  
Presupuesto S-AR200-06-Q0004  
Colombia 4300  
(C1425GMN) Buenos Aires

Para que la oferta sea considerada deberá contener:

1. Formulario SF 1442 ("Solicitation, Offer and Award") firmado y con los casilleros 12, 17, 19-24 y 30 completados.
2. Secciones 1.2, 1.3, 1.4 y 1.5 completadas.
3. Sección 5 completada y firmada.

Conforme a la sección 4 (*Evaluation Factors*) el servicio se adjudicará al oferente técnicamente calificado y financieramente capaz que haya ofertado el precio más bajo. Dicha sección enumera los requisitos mínimos que debe reunir el oferente para ser considerado técnicamente calificado y financieramente capaz de suministrar el servicio.

Si se halla interesado en cotizar sugerimos registrar a su empresa en:

[http://spanish.argentina.usembassy.gov/sea\\_nuestro\\_proveedor.html](http://spanish.argentina.usembassy.gov/sea_nuestro_proveedor.html)

En el casillero "otros" incluir el número de esta solicitud (S-AR200-06-Q0004). Asimismo recomendamos visitar periódicamente el sitio para poder informarse de cualquier novedad que surja sobre esta solicitud.

El Funcionario Contratante se reserva el derecho de rechazar una o todas las ofertas recibidas.

La Embajada de los Estados Unidos de América les agradece desde ya vuestro interés y los saluda cordialmente.

(firmado)  
William R. Wisell  
Funcionario Contratante

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>S-AR200-06-Q0004</b>	
6. SOLICITATION ISSUE DATE July 17, 2006							
7. FOR SOLICITATION INFORMATION CALL		a. NAME <a href="mailto:BuenosAires-GSO@state.gov">BuenosAires-GSO@state.gov</a>				b. TELEPHONE NUMBER(No collect calls) fax 5777-4220	
8. OFFER DUE DATE/ LOCAL TIME <b>November 6, 2006 at 10-00 hr</b>							
9. ISSUED BY Contracting Officer U.S. Embassy Buenos Aires Colombia 4300		CODE 1425		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS							
15. DELIVER TO U.S.Embassy General Services Office Colombia 4300		CODE 1425		16. ADMINISTERED BY Same as block # 9			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Financial Management Office U.S. Embassy Colombia 4300	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		Janitorial services as described in Section I-The Schedule, specifications and attachments.  BASE YEAR  FIRST OPTION YEAR  SECOND OPTION YEAR  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)	
						31c. DATE SIGNED	

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### Exhibits

- **A:** Form for security clearance: *“Solicitud de Certificación de Seguridad para FSN/Contratista”*.
- **B:** Certified Indemnity Statement *“Compromiso sobre obligaciones y responsabilidades del Contratista por Cuestiones laborales y previsionales.”*

## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449, RFQ NUMBER S-AR200-06-Q0004 PRICES, BLOCK 23

#### 1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform janitorial work, including furnishing all labor, material, equipment and services, for the U.S. Embassy in Buenos Aires. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, Value Added Tax (VAT/IVA, final consumer) and any other local and national taxes applicable to the performance of janitorial services. The Government will pay the Contractor the fixed price per month for standard services and a fixed rate per square meter for any temporary additional services that have been satisfactorily performed. Price is expressed and payable in Pesos.

The performance period of this contract is from February 1, 2007 and continuing for 12 months, with two-year options to renew. The initial period of performance includes any transition period authorized under the contract.

#### 1.2. BASE PERIOD

February 1, 2007 – January 31, 2008

A. Standard Services. The firm fixed price for the first year of the contract is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_ per year

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per Square Meter \_\_\_\_\_

Estimated Number of Square Meters per Year \_\_\_\_\_

Total Temporary Additional Services Not to Exceed Per Year \_\_\_\_\_

C. Total Base Period: \_\_\_\_\_ (A + B)

#### 1.3 FIRST OPTION YEAR PRICES

February 1, 2008 – January 31, 2009

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the first option year of the contract is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_ per year

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per Square Meter \_\_\_\_\_  
Estimated Number of Square Meters Per Year \_\_\_\_\_  
Total Temporary Additional Services Not to Exceed Per Year \_\_\_\_\_

C. Total First Option Year: \_\_\_\_\_ (A + B)

#### 1.4 SECOND OPTION YEAR PRICES

February 1, 2009 – January 31, 2010

Option Term: Twelve (12) Months

A. Standard Services. The firm fixed price for the second option year of the contract is:

Per month \_\_\_\_\_ x 12 = \_\_\_\_\_ per year

B. Temporary Additional Services. The unit price (firm-fixed-price) is:

Per Square Meter \_\_\_\_\_  
Estimated Number of Square Meters Per Year \_\_\_\_\_  
Total Temporary Additional Services Not to Exceed Per Year \_\_\_\_\_

C. Total Second Option Year: \_\_\_\_\_ (A + B)

#### 1.5 GRAND TOTAL:

Base Period: \_\_\_\_\_

First Option Year: \_\_\_\_\_

Second Option Year: \_\_\_\_\_

CONTINUATION TO SF-1449,  
RFQ NUMBER S-AR200-06-Q0004  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at Buenos Aires, Argentina. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, storage areas, elevators, stairways, exterior sidewalks, parking area, and exterior grounds. . Services will be performed at the Embassy Building, Av. Colombia 4300, Buenos Aires.

The contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

1.1 General Instructions

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

1.2 Duties and Responsibilities

1.2.1 Certain areas listed in paragraph #3 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

1.2.2. Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis.

1.2.3. Contractor shall schedule periodic cleaning requirements so that it causes minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

1.2.4. Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services as needed basis. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

- 1.2.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

### 1.3 Types of Services

Standard Services shall include the following work:

#### 1.3.1 Daily Cleaning Requirements shall consist of:

- 1.3.1.1 Sweeping all floor areas including damp mopping of areas such as tile, linoleum, marble floors, staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills, and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.
- 1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and CRT screens, lamps and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.
- 1.3.1.3 Vacuuming all clean rugs and carpets, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position.
- 1.3.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms as often as needed and wipe cleaning of receptacles once per day. . The Contractor shall check bathrooms and shower facilities several times daily to ensure that the facilities are always clean and neat. Clothes, sponges and other items used to clean toilets and urinals shall not be used to clean sinks and counter tops.
- 1.3.1.5 Emptying all wastepaper baskets, ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.



- 1.3.1.6 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish so that a presentable appearance is maintained.
- 1.3.1.7 Removing any grease marks or fingerprints from walls, doors, doorframes, fan coil enclosures, windows and window frames, glass desk protectors, reception booths and partitions.
- 1.3.1.8 Removing trash to designated area as directed by the COR, and keeping trash area in a reasonably clean condition. This will include collecting mixed paper, aluminum cans and toner cartridges from blue and green receptacles available throughout the building. This recyclable material will be placed in designated containers located at the parking area of the premises.
- 1.3.1.9 Sweeping debris from walkways and driveways and hose cleaning them during appropriate climatic and water use conditions.
- 1.3.1.10 Replacement of paper cups in water dispensers on as needed basis. Estimated number of water coolers to be serviced: 15
- 1.3.2 Periodic Cleaning Requirements shall consist of:
  - 1.3.2.1 Polishing all brass surfaces including door and window handles plaques.
  - 1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting.
  - 1.3.2.3 Spot cleaning baseboards and walls.
  - 1.3.2.4 Spot waxing and polishing floors as needed.
  - 1.3.2.5 Shampooing (small area spot clean; as needed) carpets.
  - 1.3.2.6 Dusting window sills and blinds.
  - 1.3.2.7 Dusting of wall paneling, workstations partitions, and damp wiping of exposed brick walls
  - 1.3.2.8 Sweeping and washing terraces and balconies to remove all accumulated dirt and debris.
  - 1.3.2.9 Replacement of bags in shredders baskets.
  - 1.3.2.10 Washing of canopies on outer sidewalks.

1.3.2.11 Removal of foreign material, leaves, dead vegetation, paper and trash from exterior grounds including lawns and areas along perimeter fence and concrete walls.

1.3.3 Monthly Cleaning Requirements shall consist of:

1.3.3.1 Cleaning major appliances inside and out including vacuuming dust from around motor areas.

1.3.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.

1.3.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt. Care should be taken to avoid damaging shatter resistant film.

1.3.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate. Vacuuming of overstuffed furniture.

1.3.3.5 Hosing of canopy from Consulate gate to Embassy building.

1.3.4 Quarterly Cleaning Requirements shall consist of:

1.3.4.1 Washing the outsides of the windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.

1.3.4.2 Removing and washing window blinds.

1.3.4.3 Shampooing the entire surface of carpets in the high traffic areas.

1.3.4.4 Cleaning and sanitizing the trash holding area.

1.3.4.5 Dusting and wiping light fixtures and chandeliers. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

1.3.5 Semi-Annual Cleaning Requirements shall consist of

1.3.5.1 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats.

1.3.5.2 Shampooing carpets in all areas.

1.3.5.3 Polishing of wood paneling and waxing and buffing of exposed brick walls.

1.3.5.4 Hosing of plastic domes on canopies.

## 2.0 MANAGEMENT AND SUPERVISION

- 2.1 The contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have supervision as his or her sole function. The supervisor (s) must be a current employee with a minimum of two years experience in a similar supervisory position.
- 2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.
- 2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.
- 2.4 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed the regular work week established by the Argentine laws to preclude overtime being part of the standard services provided under the contract. Overtime may be necessary under Temporary Additional Services.

### 3.0 LOCATIONS FOR JANITORIAL SERVICES

LOCATION	Before office hours	During office hours	After office hours	escort	
				YES	NO
THIRD FLOOR					
Offices	1,580			X	
Lobby-Protocol office			83		X
Rest rooms		37			X
SECOND FLOOR					
Offices	1,072			X	
Offices FCS- FAS/Lobby			241		X
Rest rooms		37			X
FIRST FLOOR					
Offices /Lobby			1,193		X
Rest rooms		37			X
GROUND FLOOR					
Consulate	720				X
Post 1-MSG offices	122			X	
PAS Offices			710		X
IRC (library)	75				X
Auditorium		160			X
Lobby/hallways			275		X
Rest rooms		60			X
BASEMENT					
Offices/service areas		1,691			X
Cafeteria (eating area only)			120		X
Garage	556				X
Rest rooms		60			X
2 <sup>nd</sup> BASEMENT		390			X
EXTERIOR					
Outer sidewalk	1,400				X
Front plaza	1,900				X
Parking area	2,500				X

Mechanical room	205		X
Flag post	19		X
Consulate guard post	82		X
Roofs 1 <sup>st</sup> floor level	860		X
Maintenance work shops	101		X
Guard Change room	40		X
DHL annex	24		
Guard post/ Consulate canopy		242	
<b>TOTAL</b>	<b>9,925</b>	<b>3,803</b>	<b>2,864</b>

NOTES:

- 1) All figures are in square meters
- 2) In areas where contractor is escorted the assigned team shall not exceed two (2) workers.
- 3) Before office hours: before 8:45 am.
- 4) During office hours: from 8:45 am to 5:45 pm
- 5) After office hours: from 5:45 pm

#### 4.0 PERSONNEL

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

#### 4.2 Standard of Conduct.

4.2.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

- 4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 4.2.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 4.2.6. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
  - unauthorized use of Government property, theft, vandalism, or immoral conduct;
  - unethical or improper use of official authority or credentials;
  - security violations; or,
  - organizing or participating in gambling in any form.
- 4.2.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.
- 4.3. Notice to the Government of Labor Disputes
- The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.
- 4.4. Personnel Security
- 4.4.1 Ten calendar days after award of the contract, the Contractor shall provide the following list of data on each employee, including subcontractors, who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. At least sixty percent of the personnel assigned to perform under the contract shall have a minimum of one year service with the contractor. Biographic data shall be provided in form "*Solicitud de Seguridad para FSN/Contratista*" (see Exhibit A) The Government will run background checks on these individuals. It is anticipated that security checks will take three weeks to perform. For each individual the list shall include at least:

full name; place and date of birth; current address; identification number; C.U.I.L.; parents data; work background; length of service with the contractor.

- 4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### 5.0. MATERIALS AND EQUIPMENT

The contractor shall provide all necessary janitorial supplies and equipment to perform the work identified in this contract except supplies listed in Attachment 1. The contractor shall maintain sufficient parts and spare equipment in due working condition to ensure uninterrupted performance of services as required by the contract.

#### 6.0. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

- 6.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 1 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.
- 6.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.
- 6.3 The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

#### 7. INSURANCE

- 7.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary, such as but not limited to, work accident insurance (ART), life insurance, third party liability insurance, etc. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:
- 7.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)
1. Bodily Injury stated in Pesos:  
Per Occurrence \$ 150,000.00  
Cumulative \$ 350,000.00
  2. Property Damage stated in Pesos:  
Per Occurrence \$ 50,000.00  
Cumulative \$ 150,000.00
- 7.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.
- 7.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.
- 7.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:
- a) any property of the Contractor,
  - b) its officers,
  - c) agents,
  - d) servants,
  - e) employees, or
  - f) any other person,
- arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government. The Contractor shall complete, sign and submit within 10 days from the contract award the statement included in Exhibit B. Signature shall be certified by public notary.
- 7.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.



- 7.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.
- 7.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

#### 8.0. LAWS AND REGULATIONS

- 8.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.
- 8.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The contractor shall submit evidence of this compliance as often required by this contract or upon the Contracting Officer's request if additional information is necessary.

#### 9.0. TRANSITION PLAN

Within ten days after contract award, the Contracting Officer may request that the contractor develop a plan for preparing the contractor to assume all responsibilities for janitorial services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

#### 10. DELIVERABLES

The following items shall be delivered under this contract:

Description	Delivery to*	Date			
		w/ quote	After award	Weekly	monthly
10.1 General Instructions	COR		30 days		
10.2 Schedules	COR			X	
10.3 List of Personnel	COR		5 days		

10.4 Transition Plan	COR		10 days		
10.5 Evidence of Insurance	CO	X			X
10.6 Licenses/Permits	CO	X			
10.7 Signed Salaries Receipts	CO		10 days		X
10.8 Evidence of Employee Registration ("clave de alta temprana")	CO		10 days		
10.9 Employer Registration code (CUIL)	CO	X			
10.10 Evidence of Retirement System Registration	CO	X			
10.11 Evidence of Social Welfare and Trade Union Contribution and Employer Contributions	CO		10 days		X
10.12 Indemnity certificate (see Exhibit B)	CO		10 days		

**NOTE:**

CO: Contracting Officer

COR: Contracting Officer Representative

The annex to the indemnity certificate (Exhibit B) provides a complete list the documentation to be submitted during the course of the contract performance.

#### 11.0. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all janitorial services set forth in the performance work statement (PWS)	1 thru 10	All required services are performed and no more than one (1) customer complaint is received per month

11.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

11.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting

Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

### 11.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**Attachment 1 to Description/Specifications/Performance Work Statement  
Government Furnished Property**

The Government shall make the following property available to the contractor as "Government furnished property" under the contract:

1. Brooms, brushes, squeegees, sponges, dusters, dust mops, and dustpans.
2. Pails, waste receptacles, garbage bags for shredders and trash cans.
3. Soap, detergent, bleach, scouring powder, wax, glass cleaner, furniture polisher, disinfectant.
4. Cleaning, polishing and wiping cloths.
5. Toilet paper, liquid soap and towels.
6. Toilet cleaner
7. Water dispenser cups.

The Government will provide this property as required once a week upon the receipt of the contractor's requisition.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (SEP 2005), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4

None

**/52.212-5** Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm]</i>

	<i>whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). <i>[check if over \$100,000]</i>
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$169,000]</i>
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(27) – (30) [Reserved].
X	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 1984) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]*  
Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<b>Clause</b>	<b>Title and Date</b>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)\*

\*Applies to temporary additional services

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.



(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)\*

\*Applies to temporary additional services

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **\$1,000**

(2) Any order for a combination of items in excess of **\$1,500**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

\*Applies to temporary additional services

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and

services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)  
(AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and one copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE  
LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:

HOLIDAY	OFFICIAL DATE OF OBSERVANCE
New Year's Day (Am/Ag))	January 1, 2007 (Monday)
Martin Luther King's Birthday (Am)	January 15 (Monday)
Washington's Birthday (Am)	February 19 (Monday)
Memorial Day for Truth & Justice (Arg)	March 24 (Saturday)

Malvinas' Veteran and Memorial Day (Arg) )	April 2 (Monday)
Good Friday (Arg)	April 6 (Friday)
Labor Day (Arg)	May 1 (Tuesday)
Revolution Day (Arg)	May 25 (Friday)
Memorial Day (Am)	May 28 (Monday)
Flag Day (Arg)	June 18 (Monday)
Independence Day (Am)	July 4 (Wednesday)
Independence Day (Arg)	July 9 (Monday)
Death of San Martin (Arg)	August 20 (Monday)
Labor Day (Am)	September 3 (Monday)
Columbus Day (Am)	October 8 (Monday)
Columbus Day (Arg)	October 15 (Monday)
Veteran's Day (Am)	November 12 (Monday)
Thanksgiving Day (Am)	November 22 (Thursday)
Immaculate Conception (Arg)	December 8 (Saturday)
Christmas Day (Arg/Am)	December 25 (Tuesday)

**NOTE:** The Embassy closes on all U.S. and Argentine decreed national holidays

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or

conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facilities Management Supervisor

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

- (b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott,” and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
  - (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
  - (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
  - (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade

named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### SECTION 3 – SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2005) IS INCORPORATED BY REFERENCE. (See SF-1449, block 27a).

#### ADDENDUM TO 52.212-1

- A. Summary of instructions. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the Embassy)
  - (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (3) List of clients for janitorial services that the company had held during the last three years, including the following information: customer's name, address and telephone number, date of contract award, contract amount, the period of performance, including any options and number of employees assigned to each service. Also, indicate which customers you have had contracts with for more than one consecutive year.
  - (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
  - (6) Certificate for contracting ("Certificado Fiscal para Contratar") issued by AFIP or equivalent evidence of the offeror's compliance with tax and social security payments;
  - (7) Certificate issued by the trade union organization to state current status of contribution payments required by Argentine laws;
  - (8) Description of your management plan for the performance of services (a) type of Contractor's furnished material and equipment; (b) resumes and experience of proposed key personnel; (c) number of supervisors and workers broken down per category, per shift and working hours;(d) proposed frequency for performance of tasks listed in section 1.3.2)



- (9) Income (profit-loss) Statement that shows profitability for the past three years; Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- (10) Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period.
- (11) Copy of the corporation contract.

A.3. Provide either:

- a) a copy of the Certificate of Insurance, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.214-34	Submission of Offers in the English Language (APR 1991)

52.237-1 SITE VISIT (APR 1984)

The site visit will be held on August 30, 2006 at 10:00 hours at Colombia 4300, Capital Federal. Prospective offerors/quoters should inform by fax (5777-4220) or e-mail ([BuenosAires-GSO-@state.gov](mailto:BuenosAires-GSO-@state.gov)) the name and ID numbers of people attending the visit. This information must be submitted no later than August 21 at 10:00 hours.

No verbal questions will be taken during the visit. Offerors may submit written questions until 5:00 P.M Buenos Aires local time on September 6, 2006. Written questions may be submitted: (a) by mail, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation; (b) by faxing the questions to the above fax number, marked to the attention of the above-named individual; or (c) by e-mail address listed above. If the answer requires a change to the solicitation, the Government will issue a solicitation amendment

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Gustavo Mejía, at 5777-4413. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SECTION 5 -REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership:

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the

offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [*Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*]

*Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]*

**ADDENDUM TO OFFEROR REPRESENTATIONS AND  
CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

***Defense Base Act Insurance – Covered Contractor Employees***

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where		Local nationals: _____



there <u>are</u> local workers' compensation laws		Third Country Nationals:
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(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

## EXHIBIT A

### SOLICITUD DE CERTIFICACION DE SEGURIDAD PARA FSN / CONTRATISTA

1. NOMBRE COMPLETO						
		APELLIDO NOMBRE	PRIMER NOMBRE		SEGUNDO	
2. FECHA DE NACIMIENTO						
		DIA	MES		AÑO	
3. LUGAR DE NACIMIENTO						
		CIUDAD	PROVINCIA		PAIS	
4. PASAPORTE / DNI						
		NUMERO DE PASAPORTE	FECHA DE EMISION		NUMERO DE DNI	
5. OTROS NOMBRES						
		ALIAS	APODOS			
6. DATOS PERSONALES						
DE OJOS	SEXO	EDAD	ALTURA	PESO	COLOR DE PELO	COLOR
7. TELEFONO						
CELULAR		LABORAL	PARTICULAR			
8. NACIONALIDAD						
		PAIS	DOBLE NACIONALIDAD/OTRA			
9. DOMICILIO						
POSTAL		CALLE Y NUMERO	CIUDAD		CODIGO	
10. EDUCACION						
TELEFONO		SECUNDARIA	DIRECCION			
TELEFONO		UNIVERSITARIA	DIRECCION			

TELEFONO	OTRA	DIRECCION	
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11. ANTECEDENTES

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LABORALES TELEFONO	NOMBRE DEL EMPLEADOR	DIRECCION	
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FINALIZACION	TITULO	FECHA DE INGRESO (DD/MM/AAAA)	FECHA DE
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	NOMBRE DEL EMPLEADOR	DIRECCION	TELEFONO
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FINALIZACION	TITULO	FECHA DE INGRESO (DD/MM/AAAA)	FECHA DE
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12. REGISTRO LABORAL

ALGUNA VEZ FUE DESPEDIDO DE UN TRABAJO O SE LE PIDIO LA RENUNCIA? ☐ SI  
☐ NO

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	FECHA (DD/MM/AAAA)	DETALLES
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13. REFERENCIAS

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	NOMBRE	DIRECCION	TELEFONO
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	NOMBRE	DIRECCION	TELEFONO
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14. ESTADO CIVIL

☐ SOLTERO/A      ☐ CASADO/A      ☐ SEPARADO/A  
☐ DIVORCIADO/A

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LUGAR DE NACIMIENTO	NOMBRE DEL CONYUGE ACTUAL	FECHA DE NACIMIENTO (DD/MM/AAAA)
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	DOMICILIO	TELEFONO
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	NOMBRE DEL CONYUGE ANTERIOR	FECHA DE NACIMIENTO (DD/MM/AAAA)
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	LUGAR DE NACIMIENTO	DOMICILIO	TELEFONO
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15. DATOS DE LOS

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PADRES	NOMBRE DEL PADRE	FECHA DE NACIMIENTO (DD/MM/AAAA)
LUGAR DE NACIMIENTO		

	DOMICILIO	TELEFONO
(DD/MM/AAAA)	NOMBRE DE LA MADRE	FECHA DE NACIMIENTO
	LUGAR DE NACIMIENTO	DOMICILIO TELEFONO
17. ANTECEDENTES UN DELITO? PENALES	HA SIDO ALGUNA VEZ ARRESTADO, ACUSADO PENALMENTE O CONDENADO POR	
	<input type="checkbox"/> SI <input type="checkbox"/> NO	
	FECHA (DD/MM/AAAA)	DETALLES
18. DROGAS ILEGALES	HA CONSUMIDO ALGUNA VEZ UNA SUSTANCIA ILEGAL, INCLUSIVE MARIHUANA?	
<input type="checkbox"/> SI <input type="checkbox"/> NO		
	FECHA (DD/MM/AAAA)	DETALLES
19. ANTECEDENTES	HA TENIDO PROBLEMAS FINANCIEROS O PRESENTADO QUIEBRA?	
<input type="checkbox"/> SI <input type="checkbox"/> NO		
FINANCIEROS		
	FECHA (DD/MM/AAAA)	DETALLES
20. OTRAS OBSERVACIONES		

21. LAS DECLARACIONES QUE ANTECEDEN Y LAS CONTENIDAS EN CUALQUIER OTRO DOCUMENTO ADJUNTO A ESTE FORMULARIO,  
SON VERDADERAS, COMPLETAS Y CORRECTAS SEGUN MI LEAL SABER Y ENTENDER Y HAN SIDO EFECTUADAS DE BUENA FE.

<hr/>	<hr/>
FIRMA	NOMBRE
FECHA (DD/MM/AAAA)	



UNITED STATES EMBASSY  
BUENOS AIRES, ARGENTINA  
REGIONAL SECURITY OFFICE

Sr. Jefe del Departamento de Asuntos Extranjeros y Culto  
Policia Federal Argentina  
Moreno 1417 - Piso 9  
Capital Federal

***In accordance with article 51 of the Penal Code and amendment of law 23.057, I hereby authorize Argentine authorities to disclose to the Embassy of the United States of America all records and/or information pertaining to me which they may possess.***

***En función de lo previsto por el artículo 51 del Código Penal, modificado por la ley No. 23.057, yo autorizo a suministrar sin reserva a la Embajada de los Estados Unidos de América todos mis antecedentes y/o informaciones que obran registrados y/o son conocidos por las autoridades argentinas.***

Name / Nombre: \_\_\_\_\_

Argentine ID# / Cédula o DNI número: \_\_\_\_\_

Date of Birth / Fecha de Nacimiento: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Place of Birth / Lugar de Nacimiento: \_\_\_\_\_

\_\_\_\_\_  
Address / Direccion: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Firma

\_\_\_\_\_  
Date / Fecha

## EXHIBIT B

### COMPROMISO SOBRE OBLIGACIONES Y RESPONSABILIDAD DEL CONTRATISTA POR CUESTIONES LABORALES Y PREVISIONALES

XXX (empresa contratista), C.U.I.T. N° \_\_\_\_\_, representada en este acto por \_\_\_\_\_, en su carácter de \_\_\_\_\_, con domicilio en \_\_\_\_\_, en adelante “EL CONTRATISTA” manifiesta con carácter de declaración jurada:

**1 – Que mantiene una relación comercial en virtud de la cual EL CONTRATISTA realiza trabajos para la Embajada de los Estados Unidos de América con domicilio en la Avda. Colombia 4300, Buenos Aires, Argentina, en adelante EL CONTRATANTE.**

**2 – Que en el marco de tal relación, el contratista declara lo siguiente con respecto a las obligaciones y las responsabilidades por cuestiones laborales y previsionales:**

- (i) EL CONTRATISTA manifiesta que el personal afectado a los servicios contratados se encuentra bajo su relación de dependencia y que las obligaciones laborales y de seguridad social se encuentran registradas en debida forma y su cumplimiento al día. Asimismo, todo el personal que EL CONTRATISTA afecte en el futuro a los servicios contratados deberá estar bajo su relación de dependencia y debidamente registrado, y las respectivas obligaciones laborales y de seguridad social deberán mantenerse cumplidas en debido tiempo y forma.
- (ii) EL CONTRATISTA tendrá a su cuenta y cargo exclusivo todas las remuneraciones y gastos relativos a su personal, originados en la prestación de los servicios contratados, así como cualquier tipo de impuestos, contribuciones y aportes, ya sea a la seguridad social o de naturaleza sindical, creados o por crearse.
- (iii) EL CONTRATISTA asume la total y exclusiva responsabilidad por los hechos y omisiones de sus empleados, o de cualquier otra persona que se relacione con EL CONTRATISTA por los servicios.
- (iv) EL CONTRATISTA deberá acreditar a EL CONTRATANTE el cumplimiento de las obligaciones laborales y de seguridad social en forma mensual, respecto de la totalidad de las personas afectadas a esta contratación, de conformidad con el art. 30 de la Ley de Contrato de Trabajo, conforme al formulario que se adjunta como Anexo.
- (v) EL CONTRATISTA se compromete a mantener indemne a EL CONTRATANTE frente a cualquier reclamo, acción y/o demanda entablada por los empleados y dependientes de EL CONTRATISTA o por Sindicatos, entes recaudadores Nacionales, Provinciales o Municipales, Cajas

Previsionales, u otros organismos, por cuestiones relativas a los empleados y dependientes de EL CONTRATISTA involucrados en los servicios aquí contratados, contra el Contratante, y a indemnizar al Contratante por todos los costos, pérdidas, daños, gastos causídicos y honorarios de abogados en los cuales deba incurrir como consecuencia de dichos reclamos, acciones y/o demandas. EL CONTRATISTA mantendrá indemne a EL CONTRATANTE aún en el supuesto de un siniestro producido por una cosa riesgosa propiedad de EL CONTRATANTE, o por las condiciones de seguridad e higiene del establecimiento de EL CONTRATANTE, o con motivo de los servicios brindados para EL CONTRATANTE. Sin perjuicio de lo expuesto, en caso que EL CONTRATANTE fuera demandado administrativa o judicialmente por cualquiera de las personas empleadas o contratadas por EL CONTRATISTA, cualquiera fuera su jerarquía o cargo, o por Sindicatos, entes recaudadores Nacionales, Provinciales o Municipales, Cajas Previsionales, u otros organismos, siendo esta enumeración simplemente enunciativa, EL CONTRATISTA se obliga a reintegrar a EL CONTRATANTE, en el perentorio plazo de 10 días corridos de solicitado, todas las sumas desembolsadas por EL CONTRATANTE como consecuencia de sentencia administrativa, sentencia judicial firme o acuerdos transaccionales, respecto de los cuales se haya dado intervención oportuna a EL CONTRATISTA y derivados de los reclamos antes mencionados, incluyéndose gastos causídicos y extrajudiciales, y honorarios de abogados. La falta de pago de dichas sumas en el plazo establecido dará derecho a EL CONTRATANTE a: (i) iniciar el cobro judicial de los importes desembolsados, con más sus accesorios, sin perjuicio de resolver de pleno derecho este contrato, y/o (ii) a compensar con los importes desembolsados por EL CONTRATANTE cualquier importe debido a EL CONTRATISTA en virtud de este contrato, en ambos casos con más un 20% sobre la suma desembolsada en concepto de multa.

- (vi) El incumplimiento de cualquiera de las obligaciones establecidas en la presente cláusula será causal de rescisión del contrato que vincula a las partes.

\_\_\_\_\_  
**firma**

\_\_\_\_\_  
**aclaración de firma**

\_\_\_\_\_  
**Doc. de identidad**

**FIRMA CERTIFICADA POR ESCRIBANO PUBLICO**



## ANEXO

### INFORMACION DEL CONTRATISTA Y SUS EMPLEADOS

#### **FECHA DEL INFORME:**

##### **A) Datos del Contratista.**

1. Denominación Social\*:
2. N° CUIT\*:
3. Domicilio Legal\*:
4. Domicilio del Establecimiento Principal\*:
5. Actividad principal\*:
6. Fecha de inicio de actividades\*:
7. Descripción de los servicios contratados\*:
8. Fecha de inicio de la contratación\*:
9. Cuenta Corriente Bancaria de su titularidad (acompañar constancias)\*:
10. Es monotributista\*? SI / NO
11. Es PYME\*? SI / NO
12. Fecha de alta como empleador ante A.F.I.P.\*:

##### **B) Empleados.**

1. Acompañar copias de los recibos de sueldo correspondientes al último período abonado, firmados por cada empleado, o copia del Libro de Sueldos y de la constancia de acreditación bancaria.
2. Acompañar listado con la información requerida en el modelo que se adjunta en hoja separada, correspondiente al personal afectado al contrato de servicios / obra (ver cuadro al pie: Detalle del Personal del Contratista).
3. Clave de Alta Temprana o de Baja, cuando corresponda\*.
4. Indicación de si se trata de un empleado extranjero. En caso afirmativo, suministrar constancias de cumplimiento con normativa migratoria\*.
5. Indicación de si se trata de un empleado activo o jubilado. En este último caso suministrar constancia de reducción del aporte jubilatorio\*.
6. Constancia del régimen jubilatorio del empleado (Reparto o AFJP)\*.
7. En caso de extinción de la relación laboral, suministrar documentación que la acredite. Asimismo, constancias de los pagos efectuados al empleado en ocasión de su desvinculación\*.
8. Certificación firmada por el empleado y la empresa declarando que el Gobierno de los Estados Unidos de América es ajeno a la relación jurídica entre la empresa y sus empleados (la Embajada facilita el formulario de certificación)\*.
9. Obra Social en la que esté inscripto el empleado\*.
10. Organización sindical a la que se halla asociado (cuando corresponda)\*.

##### **C) Seguridad Social y ART.**

1. Acompañar copia de la constancia de presentación del formulario AFIP 931 correspondiente al último período y copia del cupón de pago respectivo, con detalle de las personas incluidas y/o cubiertas.
2. Acompañar copia de la póliza de seguro de riesgos del trabajo y del dictamen en que conste el nivel de cumplimiento de las normas de prevención (conforme art. 2 Dec. 170/96) en que se encuentra la empresa respecto.\*
3. Acompañar copia de la nómina de personal que el empleador presentó ante la ART\*.

##### **D) Constancia de pago aportes y contribuciones sindicales.**

1. Convenio Colectivo de Trabajo aplicable a la actividad. En su caso detallar cuál o cuáles aplica, según corresponda al personal afectado\*:
2. Informar si existen acuerdos entre el contratista y el gremio (en su caso suministrar copia de los mismos)\*: SI / NO

3. Acompañar constancias de pago de aportes y contribuciones sindicales retenidas al personal y/o abonadas por la empresa.

**E) Otros seguros.**

1. Acompañar póliza o constancia de cobertura del personal afectado al Seguro Colectivo de Vida Obligatorio y de cualquier otro seguro impuesto convencionalmente, emitida por la aseguradora\*
2. Acompañar listado del personal cubierto\*.
3. Acompañar constancia de pago de las primas.

**F) Declaraciones juradas**

1. Declaración firmada por apoderado y membretada de que no tienen subcontratistas afectados al servicio suministrado a la embajada\*.

**NOTAS:**

*(I) LA INFORMACIÓN MARCADA CON (\*) DEBERÁ ACOMPAÑARSE EN LA PRIMERA PRESENTACIÓN Y CADA VEZ QUE SE REGISTREN MODIFICACIONES. LA RESTANTE INFORMACIÓN DEBERÁ SUMINISTRARSE MENSUALMENTE, DENTRO DE LOS PRIMEROS DIEZ DÍAS DE CADA MES.*

*(II) LA DOCUMENTACIÓN ACOMPAÑADA DEBERÁ PRESENTARSE FIRMADA (CON ACLARACIÓN Y CARGO) POR EL REPRESENTANTE LEGAL DE LA EMPRESA O APODERADO CON FACULTADES SUFICIENTE. ESTA OBLIGACIÓN PODRÁ SUPLENIRSE MEDIANTE UNA NOTA DESCRIPTIVA DE LA DOCUMENTACIÓN Y CANTIDAD DE FOJAS ACOMPAÑADAS, QUE DEBERÁ ESTAR FIRMADA POR EL REPRESENTANTE LEGAL DE LA EMPRESA O APODERADO CON FACULTADES SUFICIENTE.*

**DETALLE DEL PERSONAL DEL CONTRATISTA**

Nombre/s	Apellido/s	Función	Categoría	Afiliación sindical (si/no)	CCT aplicable	Beneficios No Remunerativos	Lugar de prestación de servicios